

EXCERPT FROM SOSCO INTERCONNECTION
AGREEMENT WITH BELL SOUTH,
SEE 4 20.1.

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Commission to provide selective routing. If, at that time, BellSouth is not providing AIN selective routing, BellSouth shall (i) bear the burden of proving that such routing remains technically infeasible and (ii) establish that it has taken all reasonable steps to resolve the technical limitations on AIN or other means of selective routing. SOSCo shall provide the exclusive interface to SOSCo Customers, except as SOSCo shall otherwise specify. In those instances where SOSCo requires BellSouth personnel or systems to interface with SOSCo Customers, such personnel shall identify themselves as representing SOSCo, and shall not identify themselves as representing BellSouth. Except for material provided by SOSCo, all forms, business cards or other business materials furnished by BellSouth to SOSCo Customers shall be subject to SOSCo's prior review and approval. In no event shall BellSouth, acting on behalf of SOSCo pursuant to this Agreement, provide information to SOSCo local service Customers about BellSouth products or services. BellSouth agrees to provide in sufficient time for SOSCo to review and provide comments, the methods and procedures, training and approaches, to be used by BellSouth to assure that BellSouth meets SOSCo's branding requirement. For installation and repair services, SOSCo agrees to provide BellSouth with branded material at no charge for use by BellSouth ("Leave Behind Material"). SOSCo will reimburse BellSouth for the reasonable and demonstrable costs BellSouth would otherwise incur as a result of the use of the generic leave behind material. BellSouth will notify SOSCo of material supply exhaust in sufficient time that material will always be available. BellSouth will not be liable for any error, mistake or omission, other than intentional acts or omissions or gross negligence, resulting from the requirements to distribute SOSCo's Leave Behind Material.

19. Directory Listings Requirements

19.1 BellSouth shall make available to SOSCo, for SOSCo subscribers, non-discriminatory access to its telephone number and address directory listings ("Directory Listings"), under the below terms and conditions. In no event shall SOSCo subscribers receive Directory Listings that are at less favorable rates, terms or conditions than the rates, terms or conditions that BellSouth provides its subscribers.

19.1.1 Subject to execution of an Agreement between SOSCo and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation ("BAPCO") substantially in the form set forth in Attachment 13: (1) listings shall be included in the appropriate White Pages or local alphabetical directories (including Foreign Language directories as appropriate), via the BellSouth ordering process, (basic listing shall be at no charge to SOSCo or SOSCo's subscribers); (2) SOSCo's business subscribers' listings shall also be included in the appropriate Yellow Pages or local classified directories, via the BellSouth ordering process, at no charge to SOSCo or SOSCo's subscribers;

(3) copies of such directories shall be delivered by BAPCO to SOSCo's subscribers; (4) SOSCo will sell enhanced White Pages Listings to SOSCo subscribers and BellSouth shall provide the enhanced White Listings; and (5) Yellow Pages Advertising will be sold and billed to SOSCo subscribers.

19.1.2 BAPCO will provide SOSCo the necessary publishing information to process SOSCo's subscribers directory listings requests including, but not limited to:

1. Classified Heading Information
2. Telephone Directory Coverage Areas by NPA/NXX
3. Publishing Schedules
4. Processes for Obtaining Foreign Directories
5. Information about Listing SOSCo's Customer Services, including telephone numbers, in the Customer Call Guide Pages.

19.2 BellSouth will provide SOSCo the proper format for submitting subscriber listings as outlined in the OLEC Handbook. BellSouth and BAPCO will accord SOSCo's directory listing information the same level of confidentiality that BellSouth and BAPCO accord BellSouth's and BAPCO's own directory listing information, and BellSouth shall limit access to SOSCo's Customer proprietary, confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

19.3 BellSouth will include SOSCo subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge SOSCo to maintain the Directory Assistance database. The Parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format, and content of listing information.

20. **Subscriber List Information/Local Number Portability**

20.1 BellSouth shall refer any requests from third parties for SOSCo's Subscriber List Information to SOSCo.

20.2 Local Number Portability shall be provided as set forth in Attachment 8.

20.A **Insurance Requirements**

At all times during the term of this Agreement, each Party shall maintain, at its own expense, (i) all insurance required by applicable Law including insurance and approved self insurance for statutory workers compensation coverage and (ii) commercial general liability coverage in the amount of not less than ten million dollars (\$10,000,000) or a combination of commercial general liability

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The Parties agree that the services offered by Sprint that incorporate Services and Elements made available to Sprint pursuant to this Agreement shall be branded as Sprint services, unless BellSouth determines that it is not possible to implement branding for Sprint, then it shall unbrand for all local exchange service providers, including itself. Sprint shall provide the exclusive interface to Sprint Customers, except as Sprint shall otherwise specify. In those instances where Sprint requires BellSouth personnel or systems to interface with Sprint Customers, such personnel shall identify themselves as representing Sprint, and shall not identify themselves as representing BellSouth. Except for material provided by Sprint, all forms, business cards or other business materials furnished by BellSouth to Sprint Customers shall be subject to Sprint's prior review and approval. In no event shall BellSouth, acting on behalf of Sprint pursuant to this Agreement, provide information to Sprint local service Customers about BellSouth products or services. BellSouth agrees to provide Sprint, in a time frame mutually agreed to by the Parties, the opportunity for Sprint to review and provide comments, the methods and procedures, training and approaches, to be used by BellSouth to assure that BellSouth meets Sprint's branding requirement. For installation and repair services, Sprint agrees to provide BellSouth with branded material at no charge for use by BellSouth ("Leave-Behind-Material"). Sprint will reimburse BellSouth for the reasonable and demonstrable costs BellSouth would otherwise incur as a result of the use of the generic leave behind material. BellSouth will notify Sprint of material supply exhaust in sufficient time that material will always be available. BellSouth will not be liable for any error, mistake or omission, other than intentional acts or omissions or gross negligence, resulting from the requirements to distribute Sprint's Leave-Behind-Material. In the alternative, Sprint may elect to utilize the generic leave behind card provided by BellSouth.

19. **Directory Listings Requirements**

19.1 BellSouth shall make available to Sprint, for Sprint customers, non-discriminatory access to its telephone number and address directory listings ("Directory Listings"), under the below terms and conditions. In no event shall Sprint customers receive Directory Listings that are at less favorable rates, terms or conditions than the rates, terms or conditions that BellSouth provides its customers.

19.1.1 **DELETED**

19.1.2 **DELETED**

- 19.1.3** Subject to execution of an Agreement between Sprint and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation ("BAPCO") substantially in the form set forth in Attachment 13: (1) listings shall be included in the appropriate White Pages or local alphabetical directories (including Foreign Language directories as appropriate), via the BellSouth ordering process, (basic listing shall be at no charge to Sprint or Sprint's customers); (2) Sprint's business customers' listings shall also be included in the appropriate Yellow Pages or local classified directories, via the BellSouth ordering process, at no charge to Sprint or Sprint's customers; (3) copies of such directories shall be delivered by BAPCO to Sprint's customers; (4) Sprint will sell enhanced White Pages Listings to Sprint customers and BellSouth shall provide the enhanced White Listings; and (5) Yellow Pages Advertising will be sold and billed to Sprint customers.
- 19.1.4** BAPCO will provide Sprint the necessary publishing information to process Sprint's customers directory listings requests including, but not limited to:
1. Classified Heading Information
 2. Telephone Directory Coverage Areas by NPA/NXX
 3. Publishing Schedules
 4. Processes for Obtaining Foreign Directories
 5. Information about Listing Sprint's Customer Services, including telephone numbers, in the Customer Call Guide Pages.
- 19.2** BellSouth will provide Sprint the proper format for submitting customer listings as outlined in the OLEC Handbook. BellSouth and BAPCO will accord Sprint's directory listing information the same level of confidentiality that BellSouth and BAPCO accord BellSouth's and BAPCO'S own directory listing information, and BellSouth shall limit access to Sprint's Customer proprietary, confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.
- 19.3** BellSouth will include Sprint customer listings in BellSouth's directory assistance databases and BellSouth will not charge Sprint to maintain the Directory Assistance database. The Parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format, and content of listing information.
- 20.** **Subscriber List Information/Local Number Portability**

20.1 BellSouth shall refer any requests from third parties for Sprint's Customer List Information to Sprint.

20.2 Local Number Portability shall be provided as set forth in Attachment 8.

21.A **Insurance Requirements**

At all times during the term of this Agreement, each Party shall maintain, at its own expense, (i) all insurance required by applicable federal, state, and municipal statutes, laws, regulations or ordinances including insurance and approved self insurance for statutory workers compensation coverage and (ii) commercial general liability coverage in the amount of not less than ten million dollars (\$10,000,000) or a combination of commercial general liability and excess/umbrella coverage totaling ten million dollars (\$10,000,000). Upon request from the other Party, each Party shall furnish the other Party with certificates of insurance which evidence the minimum levels of insurance set forth herein . Each Party may satisfy all or part of the coverage specified herein through self insurance. Each Party shall give the other Party at least thirty (30) days advance written notice of any cancellation or non-renewal of insurance required by this Section.

21.B **Costs**

Except as otherwise specified in this Agreement, the Act, or any Commission order, each Party shall be responsible for all costs and expenses that it incurs to comply with its obligations under this Agreement.

21.B.1 **DELETED**

21.C **Pre-Ordering Information**

21.C.1 BellSouth shall provide Sprint with access on a real-time basis via electronic interfaces to all services and features technically available from each switch, by switch CLLI and access to street address detail for the provisioning of a service request. This information is currently contained in BellSouth's Regional Street Address Guide ("RSAG") and Products and Services Inventory Management (P/SIMS).

21.C.2 If Sprint dials in, Sprint will obtain from BellSouth a security card featuring a unique password identification which will be changed periodically by BellSouth. A nonrecurring charge of One Hundred (\$100.00) Dollars will be applied to each security card provided, including duplicates furnished to additional users or furnished as a replacement of lost or stolen cards.

ICO DADS/3rd Party Release Status

State	Company	Response	
		Yes	No
AL	ARDMORE (AL)	Yes	
AL	BLOUNTSVILLE	Yes	
AL	CASTLEBERRY	Yes	
AL	Frontier Tel. (Southland, incl FL)	Yes	
AL	GTE OF SOUTH		No
AL	HOPPER	Yes	
AL	MON CRE	Yes	
AL	NEW HOPE	Yes	
AL	PINEBLT		
AL	ROANOKE (TEC)		
AL	TDS - GOSHEN		
AL	TDS - OAKMAN		
AL	TEC - NATIONAL		
FL	ALLTEL - FL	Yes	
FL	Northeast Florida Tel. Co.	Yes	
GA	Accucomm (Wilkinson Co.)	Yes	
GA	ALLTEL Ga. Inc.	Yes	
GA	Alma Tel. Co.	Yes	
GA	Bulloch Rural Tel. Coop.	Yes	
GA	Citizens Tel. Co.	Yes	
GA	Ellijay Tel. Co.	Yes	
GA	Georgia Tel. Corp.	Yes	

ICO DADS/3rd Party Release Status

State	Company	Response	
		Yes	No
GA	Hart Tel. Co	Yes	
GA	Pineland Tel. Coop.	Yes	
GA	Planters Rural Tel. Coop.	Yes	
GA	Public Service Tel. Co.		No
GA	TDS Blue Ridge Tel	Yes	
GA	TDS Nelson Ball-Ground Tel		
GA	Trenton (TN LATA)	Yes	
KY	ALLTEL Kentucky, Inc.		
KY	Brandenburg Tel Co		
KY	Foothills Rural Tel Coop		No
KY	Harold Tel Co	Yes	
KY	Mountain Rural Tel Coop		No
KY	South Central Rural Tel Coop		No
KY	TDS Lewisport Tel		
KY	Thacker-Grigsby Tel Co		
LA	CAMERON		
LA	CTE OF CADDON	Yes	
LA	CTE OF CHATHAM	Yes	
LA	CTE OF NO. LA	Yes	
LA	CTE OF SE LA (COASTAL)	Yes	
LA	DELCAMBRE	Yes	
LA	KAPLAN	Yes	
LA	STAR	Yes	

ICO DADS/3rd Party Release Status

State	Company	Response	
		Yes	No
MS	BRUCE		
MS	CTE OF NO. MS	Yes	
MS	DELTA		
MS	FRANKLIN		
MS	FULTON		
MS	LAKESIDE (Same as Sledge)		No
MS	SLEDGE		No
MS	TDS - CALHOUN CITY		
MS	TDS - SE MS		
NC	ALLTEL Carolina, Inc.		
NC	Citizens Tel Co	Yes	
NC	GTE South		No
NC	Pineville Tel Co	Yes	
NC	Skyline TMC		
NC	TDS Saluda Mtn Tel		
SC	ALLTEL South Carolina, Inc		
SC	BLUFFTON		
SC	FARMERS		
SC	LOCKHART		
SC	PIEDMONT RURAL (Conflict)	Y/N	
SC	RIDGEWAY		
SC	TDS McAllenville		

ICO DADS/3rd Party Release Status

State	Company	Response	
		Yes	No
SC	TDS St. Stephen Tel		
SC	United Tel. Co.-Carolinas (Sprint)		No
SC	WEST CAROLINA		No
TN	Ben Loma Tel Coop	Yes	
TN	Cent Tel - Adamsville	Yes	
TN	Cent Tel - Ooltawah/Collegedale	Yes	
TN	DeKalb Tel. Cooperative	Yes	
TN	Loretto Tel. Comp.	Yes	
TN	North Central Tel COOP	Yes	
TN	TDS - Humphreys County Tel		
TN	TDS - Tennessee Tel Co		
TN	TEC - Peoples Tel Co		
TN	Twin Lakes Tel COOP		
TN	Yorkville Tel COOP	Yes	

ATTACHMENT 4
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The following is an excerpt from a basic agreement between BellSouth and an Independent Company. BellSouth interprets this language to apply to the protection of the ICO's directory listings.

COMPANY [REDACTED]

STATE GEORGIA

BASIC AGREEMENT

PROV. OF TELE.

SVCS. & FACS.

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SECTION V

PROTECTION OF PROPRIETARY OR COPYRIGHTED INFORMATION

Unless otherwise provided, any specifications, drawings, sketches, models, samples, data, computer programs and other software or documentation ("Proprietary or Copyrighted Information") of one party that is furnished or available or otherwise disclosed to the other party pursuant to this Agreement, or the provision of any service hereunder, shall be deemed the property of the disclosing party. Any information intended to be covered by the provisions of this Section must be specifically designated as Proprietary or Copyrighted Information. Such Proprietary or Copyrighted Information shall be subject to the following terms and conditions:

- A. Any specifications, drawings, sketches, models, samples, data, computer programs or other software or documentation including alphabetical listings of names, addresses and telephone numbers to be used for the provision of directory assistance in conducting local exchange telephone business ("Proprietary or Copyrighted Information") that is furnished or available or otherwise disclosed pursuant to this Agreement or its Annexes shall remain the property of the originating Company and, when in tangible form, shall be returned upon request. Unless any such Proprietary or Copyrighted Information was previously known to the other Company free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the other Company, or is explicitly agreed to in writing not to be regarded as confidential, it: (a) shall be held in confidence by the receiving Company and its employees, contractors and agents; (b) shall be disclosed to only those employees, contractors or agents who have a need for it in connection with the provision of telecommunications service and facilities required to fulfill this Agreement or its Annexes and shall be used only for such purposes; and (c) may be used or disclosed for other purposes only upon such terms and conditions as may be agreed upon in writing by BellSouth and the Independent Company. Neither Company shall disclose, disseminate or release any such Proprietary or Copyrighted Information to anyone who is not an employee, contractor or agent having a need for it in connection with such provision of telecommunications services and facilities unless otherwise agreed upon in writing prior to any such disclosure, dissemination or release.
- B. Neither Company shall be held liable for any errors or omissions in any Proprietary or Copyrighted Information disclosed or furnished to the other Company pursuant to this Agreement or its Annexes, or for any loss or damage arising out of the other Company's use of any such Proprietary or Copyrighted Information. Nothing in this Agreement or its Annexes shall require or prohibit the payment of an appropriate fee by one Company to the other Company for the use of any Proprietary or Copyrighted Information covered by this Agreement or any of its Annexes.
- C. In addition, each Company agrees to give immediate notice to the other Company of any demands to disclose or provide Proprietary or Copyrighted Information, whether pursuant to subpoenas or other process or otherwise prior to disclosing such Proprietary or

COMPANY [REDACTED]

STATE GEORGIA

BASIC AGREEMENT

PROV. OF TELE.

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- D. In the event either Company discloses, disseminates or releases any Proprietary or Copyrighted Information received from the other Company pursuant to this Agreement or any of its Annexes in a manner not provided for in this Agreement, the other Company may refuse to provide any further Proprietary or Copyrighted Information previously provided to such Company; such refusal to provide any further Proprietary or Copyrighted Information shall not constitute a breach of this Agreement or any of its Annexes. The provisions of this or any Annexes to this Agreement are in addition to any other legal rights or remedies the Company whose Proprietary or Copyrighted Information has been disclosed, disseminated or released may have under State or Federal law.
- E. It is agreed that any and all Proprietary or Copyrighted Information so disclosed may be unique, valuable, and special business information or trade secrets of the other party and that disclosure or compromise of such information may cause irreparable injury to that party.
- F. It is agreed that as a result of the uniqueness of this Proprietary or Copyrighted Information the remedy at law for any breach of this nondisclosure agreement between the parties may be inadequate, and in recognition of that, upon the unauthorized disclosure of such Proprietary or Copyrighted Information, the nondisclosing party shall be entitled to injunctive relief, as well as any other relief available at law or equity.

Interconnection standards that either Company has a legal obligation independent of this Agreement to provide to the other Company shall not be considered Proprietary or Copyrighted Information.

The provision of this Section shall remain in effect notwithstanding the termination of this Agreement or any of its Annexes, unless otherwise agreed in writing by both Companies.

SECTION VI EXCHANGE OF INFORMATION

This Agreement provides for the exchange of certain information by the Parties and the provision of certain reports and information in connection with the provision of Facilities and Services hereunder and administration of this Agreement. Also, each Party to the Agreement shall provide to the other Party the data in sufficient detail reasonably necessary to meet the other Party's separations study requirements. Where any such information is not otherwise required to be provided hereunder and is not otherwise developed by any Party, such Party may condition furnishing such information upon the other Party's Agreement to pay the reasonable expenses of developing such information. All such data and information referred to above, other than that furnished and used for jurisdictional separations purposes, or studies based thereon, shall be considered Proprietary Information hereunder, provided that all data and Proprietary Information underlying any such studies shall remain Proprietary Information unless such data and Proprietary Information also are so furnished and used.